

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd.
Name of Transferee

Deutsche Bank AG, London Branch
Name of Transferor

Court Claim #: multiple – see Schedule 1


Claim Amount: multiple – see Schedule 1

Name and Address where notices to Transferee
should be sent:

BKM Holdings (Cayman) Ltd.
c/o Davidson Kempner Capital Management
520 Madison Avenue, 30th Floor
New York, NY 10022
Attn.: Jennifer Donovan
(212) 446-4018
jdonovan@dkpartners.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.
By: Midtown Acquisitions L.P., its sole shareholder
By: Midtown Acquisitions GP LLC, its general partner

By: 
Name: Patrick W. Dennis
Title: Manager

Date: 5/2/2019

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Schedule 1

ISIN/CUSIP	POC	Allowed Claim Amount
AU300LBTC011	58882	\$39,825,796.76
AU300LBTC029	58880	\$76,662,001.15
AU300LBTC029	59098.05	\$6,991,444.43
AU300LBTC029	66948	\$812,958.65

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DEUTSCHE BANK AG, LONDON BRANCH** (“Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to **BKM HOLDINGS (CAYMAN) LTD.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 hereto, in Seller’s right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 hereto filed by Seller’s predecessor-in-title (collectively, the “Proofs of Claim”) as is specified in Schedule 1 hereto (the “Purchased Portion”) against Lehman Brothers Holdings, Inc. (the “Debtor”), as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (SCC), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”)), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “Transferred Claims”), and (d) the security or securities¹ (any such security, a “Purchased Security”) relating to the Purchased Portion and specified in Schedule 1 attached hereto. Except to the extent set forth herein, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Security or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim include the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its affiliates have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors holding claims of the same class and type; (g) (x) on or around the dates set forth in Schedule 2, Seller or a Predecessor in Interest received the distributions in the amounts set forth in Schedule 2 made by the Debtor relating to the Transferred Claims (the “LBHI Distributions”), and (y) on or around the dates set forth in Schedule 3, Seller or a Predecessor in Interest received the distributions in the amounts set forth in Schedule 3 made by Lehman Brothers Treasury Co. B.V. (“LBT”), with respect to the Purchased Security relating to the Purchased Portion;² and (h) other than the distributions set out herein, Seller has not received any distributions in

¹ On or around April 1, 2019, the original purchased securities (ISINs AU300LBTC011 and AU300LBTC029) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019.

² Distributions received from LBT on or before April 1, 2019, were based off of the AUD value of such original purchased securities.

respect of the Transferred Claims and/or Purchased Security.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after the trade date of February 16, 2018, in respect of the Transferred Claims and Purchased Security to Purchaser (including, for the avoidance of doubt, the distributions made by Debtor on or about April 5, 2018, October 4, 2018 and April 4, 2019, and the distributions made by LBT on or about May 2, 2018 and October 23, 2018). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. To the extent that Buyer enforces any remedy against Seller under this Agreement and receives payment or another remedy from Seller in respect of such remedy, the Seller and the Buyer agree that, to the extent permitted by law, without the need for further action on the part of either party, Seller shall be subrogated to the rights of Buyer against any other entity, including Seller's predecessors-in-title, with respect to such remedy to the extent that Buyer receives such payment or other remedy from Seller.

7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signatures appear on following page]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 24th day of April, 2019.

BKM HOLDINGS (CAYMAN) LTD.

By: Midtown Acquisitions L.P., its sole shareholder

By: Midtown Acquisitions GP LLC, its general partner

By: 

Name: Patrick W. Dennis

Title: Manager

c/o Davidson Kempner Capital Management

520 Madison Avenue, 30th Floor

New York, New York 10022

Tel: 212-446-4018

Email: jdonovan@dkpartners.com

Attn: Jennifer Donovan

DEUTSCHE BANK AG, LONDON BRANCH

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

c/o Deutsche Bank Securities Inc.

60 Wall Street

New York, NY 10023

Attn: Rich Vichaidith

Email: Richard.vichaidith@db.com

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed
this 24th day of April, 2019.

BKM HOLDINGS (CAYMAN) LTD.

By: Midtown Acquisitions L.P., its sole shareholder
By: Midtown Acquisitions GP LLC, its general
partner

By: _____
Name:
Title:

c/o Davidson Kempner Capital Management
520 Madison Avenue, 30th Floor
New York, New York 10022
Tel: 212-446-4018
Fax: 212-371-4318
Email: jdonovan@dkpartners.com
Attn: Jennifer Donovan

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name:
Title:

Alex Darbyshire
Director

By: 
Name:
Title:

Simon Glennie
Director

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10023
Attn: Rich Vichaidith
Email: Richard.vichaidith@db.com

Schedule 1

Transferred Claims

Purchased Portion

Proof of Claim	Booking Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of the Purchased Security	Purchased Portion of Allowed Claim Amount
58882	6053407	XS1932636159 ³	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 38,964,752.00	USD 39,825,796.76
58880	6053417	XS1932636159 ⁴			USD 73,866,118.48	USD 76,662,001.15
59098.05	6028707	XS1932636159 ⁴			USD 6,736,464.67	USD 6,991,444.43
66948	63543573	XS1932636159 ⁴			USD 783,309.85	USD 812,958.65

3 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC011) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019.

4 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC029) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019.

Schedule 2

LBHI Distributions

ISIN	XS1932636159⁵	XS1932636159⁶	XS1932636159⁶	XS1932636159⁶
Proof of Claim No.	58882	58880	59098.05	66948
USD Allowed Amount	\$39,825,796.76	\$76,662,001.15	\$6,991,444.43	\$812,958.65
04/17/12	\$1,437,404.20	\$2,766,907.17	\$252,337.23	\$29,341.53
10/01/12	\$969,988.74	\$1,867,163.60	\$170,282.15	\$19,800.25
04/04/13	\$1,225,166.95	\$2,358,364.64	\$215,078.85	\$25,009.16
10/03/13	\$1,452,573.05	\$2,796,106.20	\$255,000.14	\$29,651.17
04/03/14	\$1,577,832.75	\$3,037,222.75	\$276,989.56	\$32,208.08
10/02/14	\$1,184,162.31	\$2,279,433.44	\$207,880.46	\$24,172.14
04/02/15	\$808,119.97	\$1,555,577.03	\$141,865.98	\$16,496.04
10/01/15	\$616,368.32	\$1,186,467.89	\$108,203.85	\$12,581.84
03/31/16	\$171,043.43	\$329,247.19	\$30,026.78	\$3,491.48
06/16/16	\$254,705.88	\$490,291.83	\$44,713.78	\$5,199.28
10/06/16	\$447,798.07	\$861,981.40	\$78,611.24	\$9,140.84
04/06/17	\$341,055.77	\$656,509.61	\$59,872.56	\$6,961.92
10/05/17	\$218,185.22	\$419,992.00	\$38,302.55	\$4,453.78
12/07/17	\$310,497.44	\$597,686.85	\$54,508.02	\$6,338.14
04/05/18	\$125,309.87	\$241,213.15	\$21,998.23	\$2,557.93
10/04/18	\$193,707.90	\$372,874.77	\$34,005.55	\$3,954.13
04/04/19	\$35,546.12	\$68,423.90	\$6,240.14	\$725.60

5 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC011) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019.

6 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC029) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019.

Schedule 3

LBT DISTRIBUTIONS

ISIN	XS1932636159⁷	XS1932636159⁸
Principal / Notional Amount	AUD 49,000,000.00	AUD 103,900,000.00
05/08/13	AUD 4,290,840.42	AUD 8,962,301.97
10/24/13	AUD 1,875,658.27	AUD 3,917,697.74
04/28/14	AUD 2,095,554.34	AUD 4,376,995.87
10/28/14	AUD 1,711,285.00	AUD 3,574,370.39
04/28/15	AUD 1,307,357.16	AUD 2,730,684.08
10/29/15	AUD 1,078,886.91	AUD 2,253,477.01
04/28/16	AUD 278,519.94	AUD 581,746.14
07/14/16	AUD 424,544.36	AUD 886,748.13
11/29/16	AUD 762,261.26	AUD 1,592,139.28
05/04/17	AUD 565,633.47	AUD 1,181,441.74
10/23/17	AUD 345,789.40	AUD 722,252.21
01/16/18	AUD 495,086.08	AUD 1,034,089.02
05/02/18	AUD 196,670.61	AUD 410,786.99
10/23/2018	AUD 337,854.02	AUD 705,677.37

7 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC011) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019. Distributions received from LBT on or before April 1, 2019, were based off of the AUD value of such original purchased securities.

8 On or around April 1, 2019, the original purchased securities (ISIN AU300LBTC029) were exchanged for ISIN XS1932636159 pursuant to the Partial Wind-Down of LBT, as further described in the Information Notice on the Partial Wind-Down, dated as of January 24, 2019, and the Solicitation Memorandum, dated as of January 24, 2019. Distributions received from LBT on or before April 1, 2019, were based off of the AUD value of such original purchased securities.